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4 **UNITED STATES DISTRICT COURT**  
5 **DISTRICT OF NEVADA**  
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7 PARIS I. MONTANA,

8 Plaintiff,

9 vs.

10 DRIVE TIME CREDIT CORPORATION and  
11 EQUIFAX INFORMATION SERVICES, LLC,

12 Defendants.

Case No. 2:15-cv-01063-JAD-GWF

**ORDER**

13 This matter is before the Court on Defendant DT Credit Company's Motion to Stay (#18)  
14 filed January 7, 2016. The Court conducted a scheduling conference on January 13, 2016. After  
15 considering the papers submitted by the parties, as well as oral argument by counsel, and good cause  
16 appearing,

17 **IT IS HEREBY ORDERED** that Defendant DT Credit Company's Motion to Stay (#18) is  
18 **granted**, subject to Defendant DT Credit Company providing the Court and Plaintiff's counsel a  
19 copy of the written agreement containing the binding arbitration provision. If the Court determines  
20 that the contract contains a potentially binding arbitration agreement, then the stay of discovery will  
21 continue in force until the issue of whether this case is subject to the binding arbitration is resolved.

22 DATED this 13th day of January, 2016.

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25 GEORGE FOLEY, JR.  
26 United States Magistrate Judge  
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